

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO				CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000005649	
TO: CITY COUNCIL		FROM (ORIGINATING DEPARTMENT): CDBG/Economic Development		DATE: 09/27/2012	
SUBJECT: First Amendment to the Agreement with Balboa Park Celebration, Inc. for Balboa Park Centennial					
PRIMARY CONTACT (NAME, PHONE): Meredith Dibden Brown, 619 236-6485			SECONDARY CONTACT (NAME, PHONE): Carolyn Wormser, 619 685-1332		
COMPLETE FOR ACCOUNTING PURPOSES					
FUND	200214				
DEPT / FUNCTIONAL AREA	OTHR-00000000-CL				
ORG / COST CENTER	9913000011				
OBJECT / GENERAL LEDGER ACCT	512059				
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$445,916.00	0.00	0.00	0.00	0.00
FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00
COST SUMMARY (IF APPLICABLE): FY12 Carry forward TOT - \$150,000, FY12 Carry forward Council District TOT \$95,916; Total FY12 Funding- \$245,916. FY13 TOT - \$150,000, FY13 Council District Funds - \$50,000, Total FY13 Funding -\$200,000 Total FY12 and FY13 Funding - 445,916					
ROUTING AND APPROVALS					
CONTRIBUTORS/REVIEWERS:		APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	
Environmental Analysis		ORIG DEPT.	Broughton, Kelly	9/28/2012	
Equal Opportunity Contracting		CFO			
Liaison Office		DEPUTY CHIEF			
Financial Management		COO			
Comptroller		CITY ATTORNEY			
		COUNCIL			

		PRESIDENTS OFFICE			
PREPARATION OF:	<input checked="" type="checkbox"/> RESOLUTIONS	<input type="checkbox"/> ORDINANCE(S)	<input checked="" type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)	
<p>1. The Mayor or his designee is authorized to execute the First Amendment to the Agreement with Balboa Park Celebration, Inc. to add funding of \$445,916 for the provision of Economic Development and Tourism Support services for the Centennial of the 1915 Panama-California Exposition in Balboa Park; and</p> <p>2. The Chief Financial Officer is authorized to appropriate an amount not to exceed \$300,000 from the Major Events Revolving Fund (Fund 200214, Cost Center 9913000011, Commitment Item 512059) of which \$150,000 was received in FY2012 and \$150,000 to be received via TOT funds in FY2013 and \$145,916 was transferred to the Major Events Revolving Fund in FY2013 from various Council Community Projects, Programs and Services (CPPS) funds.</p> <p>3. The Chief Financial Officer is authorized to expend an amount not to exceed \$445,916 from the Major Events Revolving Fund (Fund 200214, Cost Center 9913000011, Commitment Item 512059) for the purpose of executing this First Amendment to the Agreement.</p>					
<p>STAFF RECOMMENDATIONS:</p> <p>Adopt the requested action.</p>					
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)					
COUNCIL DISTRICT(S):	Citywide				
COMMUNITY AREA(S):	Citywide				
ENVIRONMENTAL IMPACT:	<p>Pursuant to CEQA Section 15352(a), approval of this agreement with Balboa Park Celebration, Inc., for the Balboa Park Centennial does not constitute approval of a Project. Approval of projects associated with this event will occur once applications are submitted to DSD for environmental review in accordance with the provisions of CEQA Section 15004 and the City's LDC. Therefore, this activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(2).</p>				
CITY CLERK INSTRUCTIONS:					

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 09/27/2012

ORIGINATING DEPARTMENT: CDBG/Economic Development

SUBJECT: First Amendment to the Agreement with Balboa Park Celebration, Inc. for Balboa Park Centennial

COUNCIL DISTRICT(S): Citywide

CONTACT/PHONE NUMBER: Meredith Dibden Brown/619 236-6485

DESCRIPTIVE SUMMARY OF ITEM:

Approval of the First Amendment to the Agreement with the non-profit Balboa Park Celebration, Inc. for use of budgeted City funding in the amount of \$445,916 to augment previous funding of \$450,000 for economic development and tourism support services to assist with planning, development, and implementation of a program to celebrate the Centennial of the 1915 Panama-California Exposition in Balboa Park.

STAFF RECOMMENDATION:

Adopt the requested action.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

January 1, 2015 marks the Centennial of the 1915 Panama-California Exposition in Balboa Park. There has been a great deal of interest and support in San Diego for organizing a year-long event for the Centennial which will showcase and advance the importance of Balboa Park and its institutions, while promoting the economy and reputation of the region.

A Steering Committee comprised of representatives from the City of San Diego, Visitors Industry, Arts and Business Communities, and Park Cultural Institutions previously developed a framework for a Centennial Program and formed a 501(c)(3) non-profit (Balboa Park Celebration, Inc.) whose primary purpose is to plan, organize, promote, and implement the celebration of the Centennial, including fundraising to support that purpose.

The City and Balboa Park Celebration, Inc. (Contractor) have already entered into a Funding Agreement for the Provision of Economic Development and Tourism Support Services Related to the 2015 Celebration effective November 7, 2011 (Agreement) along with a Memorandum of Understanding (MOU) designating Contractor as City's Official Event Organizer for the 2015 Celebration.

Pursuant to the Agreement, the City has provided the Contractor with \$450,000 from City's Major Events Revolving Fund (MERF) for support of the 2015 Celebration. The MERF funds were derived from the City's Transient Occupancy Tax (TOT) and allocated to the MERF for the purpose of providing one time funding to events of national or international significance that will have a major impact on room nights and/or the regional economy.

Now, additional MERF funds of \$150,000 are available from an FY2012 transfer between "Safety and Maintenance of Visitor-Related Facilities – Balboa Park Centennial" and the MERF Fund for support of the 2015 Celebration plus \$150,000 budgeted in the MERF for FY2013.

Further, \$145,916 of funding (as listed below) from Community Projects, Programs and Services (CPPS) funds has been transferred to the MERF by City Council Offices for the purpose of augmenting the funding provided by the Agreement.

- \$80,916 District Two
- \$25,000 District Three
- \$10,000 District Five
- \$30,000 District Six

Therefore, pursuant to Section 6.07 of the Agreement, staff is requesting that the City Council authorize this First Amendment to the Agreement to permit the use of these currently available funds of \$445,916.

FISCAL CONSIDERATIONS: Funding of \$150,000 was transferred from “Safety and Maintenance of Visitor-Related Facilities – Balboa Park Centennial” to the MERF in FY2012 for the Centennial and carried forward to FY2013. Additional funding of \$150,000 was budgeted in the MERF for FY2013 and funding totaling \$145,916 is being transferred from Community Projects, Programs and Services (CPPS) funds to the Major Events Revolving Fund for the 2015 Celebration. There is no additional fiscal impact given that all of these funds are budgeted.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE): This agreement amendment is subject to the City’s Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517). However, since Contractor is a tax-exempt organization pursuant to 501(c)(3) of the Internal Revenue Code, Contractor is exempt from Ordinance No. O-18173 pursuant to Section 22.2703(c), except as provided in Section 22.2704.

PREVIOUS COUNCIL and/or COMMITTEE ACTION: The current Agreement (recorded as Document RR-307075) was approved by Resolution R-307075 on October 25, 2011. The MOU (recorded as Document No. RR-307074) was approved by Resolution R-307074 on October 25, 2011. Funds totaling \$445,916 have been transferred to or budgeted in the Major Events Revolving Fund for this Amendment. This item is scheduled to be heard at Budget & Finance Committee on October 24, 2012.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: City and the non-profit Balboa Park Celebration, Inc., desire to incorporate the leadership, stewardship and missions represented by institutions, organizations, foundations, and individuals throughout the region seeking to support the Celebration.

KEY STAKEHOLDERS AND PROJECTED IMPACTS: City intends that the Celebration be an event of significant magnitude to attract local, national, and international visitors to generate positive impacts on the local and regional economies to benefit Balboa Park and the City of San Diego.

Broughton, Kelly

Originating Department

Deputy Chief/Chief Operating Officer



**MEMORANDUM
COUNCIL PRESIDENT PRO TEM KEVIN L. FAULCONER
CITY OF SAN DIEGO
SECOND DISTRICT**

DATE: September 13, 2012
TO: Mark Leonard, Director of Financial Management
FROM: Council President Pro Tem Kevin L. Faulconer
SUBJECT: Request to Transfer CPPS Funds

I authorize the transfer of \$25,000 from the Community Projects, Programs, and Services Fund to support the 2015 Balboa Park Centennial Celebration Committee.

Please transfer the funds to:

Fund: 200214
Cost Center: 9913000011
Commitment Item: 512059

I appreciate your attention to this matter.

KLF:km

cc: Lori Witzel, Director, Council Administration

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MEMORANDUM
COUNCIL PRESIDENT PRO TEM KEVIN L. FAULCONER
CITY OF SAN DIEGO
SECOND DISTRICT

DATE: June 22, 2012
TO: Mark Leonard, Director of Financial Management
FROM: Council President Pro Tem Kevin L. Faulconer
SUBJECT: Request to Transfer CPPS Funds



I authorize the transfer of \$30,916 from the Community Projects, Programs, and Services Fund to support the 2015 Balboa Park Centennial Celebration.

Please transfer the funds to:

Fund: 200214
Cost Center: 9913000011
Commitment Item: 512059

I appreciate your attention to this matter.

cc: Lori Witzel, Director, Council Administration

KLF:km



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: July 23, 2012

TO: Honorable Council President Pro Tem Kevin L. Faulconer, District Two

FROM: Mark Leonard, Financial Management Director

SUBJECT: District Two Community Projects, Programs, and Services Funding for the 2015 Balboa Park Centennial Celebration

Per your request in the attached memo dated June 22, 2012, \$30,916 has been transferred from the District 2 Community Projects, Programs, and Services (CPPS) budget to the Major Events Revolving Fund to support the 2015 Balboa Park Centennial Celebration. This transfer was processed with FMBB Document 100171901, which was posted on July 20, 2012.

Thank you.

Attachment: Council District Two Memorandum

cc: Jay M. Goldstone, Chief Operating Officer
Andrea Tevlin, Independent Budget Analyst
Amy Gowan, Director of Council Affairs
Lori Witzel, Council Administration Director
Julio Canizal, Budget Manager
Angela Colton, Financial Manager
Michelle Yamamoto, Supervising Budget Development Analyst
Quennelle Allen, Senior Budget Development Analyst



MEMORANDUM
COUNCIL PRESIDENT PRO TEM KEVIN L. FAULCONER
CITY OF SAN DIEGO
SECOND DISTRICT

DATE: May 14, 2012
TO: Mark Leonard, Director of Financial Management
FROM: Council President Pro Tem Kevin L. Faulconer
SUBJECT: Request to Transfer CPPS Funds

I authorize the transfer of \$25,000 from the Community Projects, Programs, and Services Fund to support a feasibility study that will determine the ability to reopen the California Tower to the public for the 2015 Balboa Park Centennial Celebration.

Please transfer the funds to:

Fund: 200214
Cost Center: 9913000011
Commitment Item: 512059

I appreciate your attention to this matter.

cc: Lori Witzel, Director, Council Administration

KLF:km



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: June 1, 2012

TO: Honorable Council President Pro Tem Kevin L. Faulconer, District Two

FROM: Mark Leonard, Financial Management Director

SUBJECT: District Two Community Projects, Programs, and Services Funding for California Tower Feasibility Study

Per your request in the attached memo dated May 14, 2012, \$25,000 has been transferred from the District 2 Community Projects, Programs, and Services (CPPS) budget to the Major Events Revolving Fund to support a feasibility study that will determine the ability to reopen the California Tower to the public for the 2015 Balboa Park Centennial Celebration.

Thank you.

Mark Leonard

Attachment: Council District Two Memorandum

cc: Jay M. Goldstone, Chief Operating Officer
Andrea Tevlin, Independent Budget Analyst
Amy Gowan, Director of Council Affairs
Lori Witzel, Council Administration Director
Julio Canizal, Budget Manager
Angela Colton, Financial Manager
Michelle Yamamoto, Supervising Budget Development Analyst
Bert Salamida, Senior Budget Development Analyst



**OFFICE OF COUNCILMEMBER TODD GLORIA
COUNCIL DISTRICT THREE**

M E M O R A N D U M

DATE: October 5, 2012
TO: Mark Leonard, Financial Management Director
FROM: Councilmember Todd Gloria *Todd Gloria*
SUBJECT: Allocation of FY 2013 Council District Three *Community Projects, Programs and Services (CPPS)* Funding to Support the 2015 Balboa Park Centennial Celebration

Pursuant to Council Policy 100-06: *City Council Funding of Community Projects, Programs and Services*, I respectfully request that \$25,000.00 be transferred as follows:

From from the Council District Three CPPS Division Budget:
Fund: 100000
Cost Center: 1103110003
G/L: 512159

To the Major Events Revolving Fund:
Fund: 200214
Cost Center: 9913000011
G/L: 512059

The funds will be used to support Balboa Park Celebration, Inc.'s creation of a venue allocation plan for the 2015 Centennial Celebration.

Thank you for your prompt attention to this request. If you have any questions, please contact Pamela Ison on my staff at (619) 236-6633.

TG:pi

cc:
Almis Udrys, Mayor's Office
Gerry Braun, Mayor's Office
Lori Witzel, Council Administration
Stacey LoMedico, Park and Recreation Department
Meredith Dibden-Brown, Economic Development Department
Carrie Gleeson, City Attorney's Office
Ben Clay, Balboa Park Celebration, Inc.



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: October 8, 2012

TO: Ken Whitfield, Comptroller

FROM: Mark Leonard, Financial Management Director

SUBJECT: District Three Community Projects, Programs, and Services Funding for the 2015 Balboa Park Centennial Celebration

Per Councilmember Todd Gloria's request in the attached memo dated October 5, 2012, please transfer \$25,000 from District 3 Community Projects, Programs, and Services (Fund 100000, Cost Center 1103110003, Account 516027) to the Major Events Revolving Fund (Fund 200214, Cost Center 9913000011, Account 424088) to support the 2015 Balboa Park Centennial Celebration.

Thank you.

Attachment: Council District Three Memorandum

cc: Honorable Councilmember Todd Gloria, District Three
Jay M. Goldstone, Chief Operating Officer
Almis Udry, Deputy Director of IRD & Fiscal Policy
Gerry Braun, Director of Special Projects
Andrea Tevlin, Independent Budget Analyst
Amy Gowan, Director of Council Affairs
Lori Witzel, Council Administration Director
Stacey LoMedico, Park & Recreation Director
Meredith Dibden-Brown, Community Development Coordinator
Carrie Gleeson, Deputy City Attorney
Julio Canizal, Budget Manager
Michelle Yamamoto, Supervising Budget Development Analyst
Quennelle Allen, Senior Budget Development Analyst



City of San Diego

CARL DEMAIO

CITY COUNCILMEMBER – DISTRICT 5

MEMORANDUM

DATE: June 26, 2012

TO: Mark Leonard, Financial Management Director

FROM: Councilmember Carl DeMaio *Carl DeMaio*

RE: District 5 Community Projects, Programs, and Services Fund Transfers to the 2015 Balboa Park Centennial Committee

I authorize the transfer of \$10,000 from the District 5 Community Projects, Programs, and Services Fund, Cost Center 1105110005, Fund 100000, G/L 512142 to the following:

Park and Recreation Department
2015 Balboa Park Centennial Committee
Cost Center: 9913000011
Fund: 200214
Account: 424088

Funds are to be used toward costs associated with the 2015 Balboa Park Centennial Celebration.

I appreciate your assistance in this matter.

cc: Lori Witzel, Director, Council Administration
Stacey LoMedico, Director, Parks and Recreation



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: July 23, 2012

TO: Honorable Councilmember Carl DeMaio, District Five

FROM: Mark Leonard, Financial Management Director

SUBJECT: District Five Community Projects, Programs, and Services Funding for the 2015 Balboa Park Centennial Celebration

Per your request in the attached memo dated June 26, 2012, \$10,000 has been transferred from the District 5 Community Projects, Programs, and Services (CPPS) budget to the Major Events Revolving Fund to support the 2015 Balboa Park Centennial Celebration. This transfer was processed with FMBB Document 100171901, which was posted on July 20, 2012.

Thank you.

Attachment: Council District Five Memorandum

cc: Jay M. Goldstone, Chief Operating Officer
Andrea Tevlin, Independent Budget Analyst
Amy Gowan, Director of Council Affairs
Lori Witzel, Council Administration Director
Julio Canizal, Budget Manager
Angela Colton, Financial Manager
Michelle Yamamoto, Supervising Budget Development Analyst
Quennelle Allen, Senior Budget Development Analyst



**COUNCILMEMBER LORIE ZAPF
COUNCIL DISTRICT SIX**

M E M O R A N D U M

DATE: June 22, 2012
TO: Mark Leonard, Director Financial Management
FROM: Councilmember Lorie Zapf *Lorie Zapf*
Cc: Lori Witzel, Council Administration
SUBJECT: FY 12 CPPS Funding for 2015 Balboa Park Centennial Celebration

I would like to commit \$30,000 from the District 6 Community Projects, Programs and Services fund to support the 2015 Balboa Park Centennial Celebration.

These funds should be transferred from:

Cost Center: 1106110006
Fund: 100000
G/L: 512142

And transferred to:

Cost Center: 9913000011
Fund: 200214
G/L: 512059

Thank you for your consideration of this matter.



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: June 29, 2012

TO: Honorable Councilmember Lorie Zapf, District Six

FROM: Mark Leonard, Financial Management Director

SUBJECT: District Six Community Projects, Programs, and Services Funding for the 2015 Balboa Park Centennial Celebration

Per your request in the attached memo dated June 22, 2012, \$30,000 has been transferred from the District 6 Community Projects, Programs, and Services (CPPS) budget to the Major Events Revolving Fund to support the 2015 Balboa Park Centennial Celebration. This transfer was processed with FMBB Document 100171727, which was posted on June 28, 2012

Thank you.

Attachment: Council District Six Memorandum

cc: Jay M. Goldstone, Chief Operating Officer
Andrea Tevlin, Independent Budget Analyst
Amy Gowan, Director of Council Affairs
Lori Witzel, Council Administration Director
Julio Canizal, Budget Manager
Angela Colton, Financial Manager
Michelle Yamamoto, Supervising Budget Development Analyst
Quennelle Allen, Senior Budget Development Analyst

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO
EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE:
October 15, 2012

SUBJECT: First Amendment to the Agreement with Balboa Park Celebration, Inc. for Balboa Park Centennial

GENERAL CONTRACTOR INFORMATION

Recommended Contractor: Balboa Park Celebration, Inc.

Amount of this Action: \$445,916.00 (not to exceed)

Previous Action: \$450,000.00

Cumulative Total: \$895,916.00

Funding Source: City of San Diego/ Major Events Revolving Fund

Goals: 20% Voluntary (SLBE-ELBE)

SUBCONTRACTOR PARTICIPATION

There is no subcontractor activity related to this action.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

However, since Contractor is a tax-exempt organization pursuant to 501(c)(3) of the Internal Revenue Code, Contractor is exempt from Ordinance No. O-18173 pursuant to Section 22.2703(c), except as provided in Section 22.2704.

ADDITIONAL COMMENTS

Major Event Revolving Fund pursuant to the FY2012 Appropriation Ordinance)-20073; A steering Committee coordinated by the San Diego Tourism Marketing District Corporation [SDTMD] and comprised of representatives from the City of San Diego, Visitors Industry, Arts and Business Communities, and Park Cultural Institutions has developed a framework for a Centennial Program

JS

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

CC 3000005649

DEPT. NO.:

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: Fund:

Purpose:

Date: By:

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Funcional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$445,916.00

Vendor: Balboa Park Celebration, Inc.

Purpose: Authorize the First Amendment to the Agreement with Balboa Park Celebration, Inc. to add funding to the provision of Economic Development and Tourism Support services for the Centennial of the 1915 Panama-California Exposition in Balboa Park.

Date: October 16, 2012 By: Jaylie Vang

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Funcional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
	200214				512059	9913	9913000011		\$445,916.00
TOTAL AMOUNT									\$445,916.00

FUND OVERRIDE ☐

CC 3000005649

**FIRST AMENDMENT TO FUNDING AGREEMENT
BETWEEN THE CITY OF SAN DIEGO
AND BALBOA PARK CELEBRATION, INC.
FOR THE PROVISION OF ECONOMIC DEVELOPMENT AND
TOURISM SUPPORT SERVICES RELATED TO THE 2015 CELEBRATION**

The City of San Diego (City) and Balboa Park Celebration, Inc. (Contractor) enter into this First Amendment to the Funding Agreement for the provision of services and funding related to the 2015 Celebration with reference to and in reliance upon the following facts.

RECITALS

WHEREAS, City and Contractor entered into that certain Funding Agreement for the Provision of Economic Development and Tourism Support Services Related to the 2015 Celebration effective November 7, 2011 (Agreement) to provide financial support for the activities and services necessary for planning, organizing, and implementing a successful year-long celebration of the centennial of the 1915 Panama-California Exposition in Balboa Park; and

WHEREAS, contemporaneous with the Agreement, City and Contractor entered into a Memorandum of Understanding designating Contractor as City's Official Event Organizer for the celebration (the MOU), and the Agreement was made with reference to and in reliance on the MOU; and

WHEREAS, pursuant to the Agreement, City paid Contractor \$450,000 from City's Major Events Revolving Fund (MERF) for support of the Celebration. The MERF funds were derived from the City's Transient Occupancy Tax (TOT) and allocated to the MERF for the purpose of providing one time funding to events of national or international significance that will have a major impact on room nights and/or the regional economy; and

WHEREAS, additional MERF funds in the amount of \$445,916 are now available for support of the Celebration as follows: \$150,000 of FY2012 TOT funds allocated to the MERF, \$95,916 of FY 2012 Community Projects, Programs and Services (CPPS) funds transferred to the MERF by City Council Districts 2, 5, and 6 for the purpose of augmenting the funding provided by the Agreement including \$25,000 to fund a feasibility study relating to reopening of the California Tower, \$150,000 of FY2013 TOT funds allocated to the MERF, \$50,000 of FY 2013 CPPS funds transferred to the MERF by City Council Districts 2 and 3 for the purpose of augmenting the funding provided by the Agreement including \$25,000 for the creation of a venue allocation plan; and

WHEREAS, Section 6.07 of the Agreement provides for amendment of the Agreement and City and Contractor desire to amend the Agreement to permit the transfer of these currently available funds;

NOW, THEREFORE, in consideration of the above recitals and for good and valuable consideration as set forth in the MOU, the Agreement, and herein, the receipt and sufficiency of which are hereby acknowledged, City and Contractor agree to amend the Agreement as follows, all other terms remaining the same:

Section 3.01 Payment of Funds. Upon written request to the Contract Administrator, City shall pay Contractor a sum not to exceed ~~\$450,000~~ 995,916 consisting of the original \$450,000 of funding and an additional \$445,916, including \$25,000 which shall be limited to use for payment for a feasibility study relating to reopening of the California Tower, and \$25,000 which shall be limited to use for payment for the creation of a venue allocation plan.

IN WITNESS WHEREOF, this Amendment is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego Charter Section 265, and by the 2015 Committee, by its duly authorized representative, and approved by the City Attorney in accordance with Charter section 40.

BALBOA PARK CELEBRATION, INC.

By: _____
Signature of Authorized Representative Title

Print Name Date

CITY OF SAN DIEGO

By: _____ Date: _____

_____, Department Director
Purchasing & Contracting

I hereby approve the form and legality of the foregoing Amendment this _____ day of _____, 2012.

JAN GOLDSMITH, City Attorney

By: _____
Carrie Gleeson, Deputy City Attorney

ORIGINAL

FUNDING AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND BALBOA PARK CELEBRATION, INC. FOR THE PROVISION OF ECONOMIC DEVELOPMENT AND TOURISM SUPPORT SERVICES RELATED TO THE 2015 CELEBRATION

This Funding Agreement (Agreement) is made between The City of San Diego, a California municipal corporation (City), and Balboa Park Celebration, Inc., a California nonprofit public benefit corporation (Contractor), hereinafter collectively referred to as the "Parties," for the provision of Economic Development and Tourism Support services for the Centennial of the 1915 Panama-California Exposition in Balboa Park (2015 Celebration). This Agreement is made with reference to and in reliance upon the Memorandum of Understanding Between the City of San Diego and Balboa Park Celebration, Inc. (MOU) of about the same date, and the following facts.

RECITALS

- A. City desires to create a year-long multi-faceted celebration to highlight the 100th Anniversary of the 1915 Panama California Exposition ("Celebration").
- B. City desires to contribute to a balance of community, cultural, recreational, and promotional programs designed to enhance the well-being of the City of San Diego by supporting the funding of an organization to plan, implement and manage the Celebration.
- C. City intends that the Celebration be an event of significant magnitude to generate positive impacts on the local and regional economies, reverberate in the global media, and attract local, national, and international visitors through community, cultural, recreational, and promotional events and programs showcasing Balboa Park and the City of San Diego.
- D. Contractor is a nonprofit public benefit corporation (tax exempt under Section 501(c)(3) of the Internal Revenue Code and Section 23701 of the California Revenue and Taxation Code) formed for the primary purpose of planning, organizing, promoting, and implementing the Celebration, including fundraising to support that purpose, all for the benefit of Balboa Park.
- E. Contractor was formed to carry out the work of a Steering Committee coordinated by the San Diego Tourism Marketing District Corporation and comprised of representatives from the City of San Diego, Visitors Industry, Arts and Business Communities, and Park Cultural Institutions. The Steering Committee developed a framework for the Celebration that showcases and advances the importance of Balboa Park and its institutions, while promoting the economy and reputation of the region.
- F. The Steering Committee anticipates that the Celebration can double annual visits to Balboa Park from 10 million in 2010 to 20 million visits in the Celebration year with a residual ongoing increase in annual attendance.
- G. The San Diego Convention and Visitors Bureau estimates that as many as 75% of the Celebration attendees may come from outside of San Diego thereby generating room night and other economic stimulus to the San Diego economy.

- H. Contemporaneous to this Agreement, City and Contractor are entering into the MOU that designates Contractor as City's Official Event Organizer for the Celebration and sets forth Contractor's commitment to planning, organizing, and implementing a successful Celebration of significant magnitude to generate positive impacts on the local and regional economies, reverberate in the global media, and attract local, national, and international visitors through community, cultural, recreational, and promotional events and programs showcasing Balboa Park and the City of San Diego.
- I. The SDTMD, in partnership with other foundations, have agreed to provide initial funding for the Centennial Program.
- J. The City Council previously identified \$450,000 in City's Major Events Revolving Fund (MERF) for support of the Celebration. These funds are derived from the City's Transient Occupancy Tax (TOT) and allocated to the MERF for the purpose providing one time funding to events of national or international significance that will have a major impact on room nights and/or the regional economy. In addition to the funds identified in the MERF, Contractor will receive a cooperative matching grant from the Tourism Marketing District in the amount of \$300,000, and matching funds from a consortium of local philanthropic foundations including the Legler Benbough Foundation, also in the amount of \$300,000.
- K. The program to be accomplished by Contractor is of such nature that the interests of City are better served by an Agreement with Contractor than by the performance of such a program by City.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Article I. Term

Section 1.01 Term of the Agreement. The term of this Agreement ("Term") shall commence on the last date set forth on the signature page of this Agreement and shall continue until June 30, 2016, unless terminated earlier in accordance with the terms of this Agreement.

Section 1.02 Termination of Agreement. This Agreement may be terminated upon the occurrence of an Event of Default, in the manner set forth in the MOU at Section 2.03. Further, the failure of either Party to perform or observe any covenant or condition set forth in this Agreement and subsequent failure to cure within 30 days after receipt of written notice of the default, shall also constitute an Event of Default under MOU Section 2.03. Should the MOU be terminated early, for any reason, this Agreement shall also terminate. Upon early termination, Contractor shall return to City any Funds that, as of the date of termination, have not been expended consistent with the terms of this Agreement.

ARTICLE II. Contractor Obligations

Section 2.01 Scope of Services. Contractor shall plan, organize, and implement the Celebration, including comprehensive project management of the Celebration, in accordance with and as set forth in the MOU attached to this Agreement as Exhibit A, and incorporated herein by this reference. The obligations as set forth in the MOU shall serve as the Scope of Services for this Agreement.

Section 2.02 Use of Funds. Contractor shall use the funds provided pursuant to this Agreement (the "Funds") for its activities in planning, organizing, and implementing the Celebration, as set forth in the MOU, and for no other purpose. Such uses may include expenditures for: planning, development, general administration, programming, special event production, operations, marketing and marketing services (e.g. website development and content management, signage and graphics, etc.), promotional activities and items, community outreach, consultant services, contractors, service providers, employees, training, uniforms, safety and security needs, equipment, IT and telecommunications services, provision of and removal of temporary facilities, development and sourcing of merchandise items, and any other reasonable and appropriate costs associated with Contractor's activities within the Scope of Services.

Section 2.03 Transient Occupancy Tax Requirements. Contractor shall comply with the General Requirements and Conditions contained in Attachment A to City's Council Policy 100-03, Transient Occupancy Tax, as amended from time to time, except that Contractor shall not be required to comply with the following General Requirements and Conditions, which are hereby waived by City for the purpose of this Agreement and the MOU:

Section B-1: Expenses must be both incurred and paid by an organization before the City will release funding to the organization.

Section B-2: Expenses must be incurred during the City's fiscal year (July 1-June 30) for which the program is funded, except as otherwise may be provided.

Section B-3: . . . City funds may not be used for travel, meals, lodging, or entertainment expenses, except as otherwise may be provided. . . . This daily maximum is further limited by meal, as follows: \$10, \$15, and \$25 are the maximum City funds that can be applied toward breakfast, lunch, and dinner, respectively, per person. [City's waiver of Section B-3 applies to the foregoing restrictions only. Contractor shall comply with the balance of Section B-3 setting forth the parameters for use of City funds for travel, meals, or lodging.]

Section B-4: City funding will be used only to assist an organization in its annual operating program or in its sponsorship of special events. City funding will not be used for capital or equipment outlay, for the purchase of awards, trophies, gifts, or uniforms, or for the buildup of reserves.

Section B-5: Matching fund requirements will be determined by the appropriate application process as called for in the specific funding guidelines within each funding category, if applicable.

Section B-6: Organizations requesting funds should possess, at a minimum, a three-year track record of operations. Annual requests for funding may be for one-time events or projects, though applicant organizations must have a three-year history.

A copy of the current General Requirements and Conditions is attached hereto as Exhibit B, and incorporated by this reference.

Section 2.04 Reports. Contractor shall comply with the reporting requirements provided in the MOU. In addition, Contractor shall provide the following reports to City demonstrating that the Funds were used by Contractor consistent with the terms of this Agreement:

- (a) *Annual Performance Reports and Final Report*. Contractor shall submit an Annual Performance Report by July 31 of each year (report template to be provided by City) indicating the extent to which the objectives set forth in the Scope of Services were accomplished for the preceding fiscal year. Contractor shall also include such information in its final event report to City, due on or before June 30, 2016. These reports shall be accompanied by each of the following:
 - (i) Copies of publicity and advertising material evidencing credit to the City of San Diego for its financial support.
 - (ii) A Statement of Compliance signed by the executive director or other chief executive officer of the Contractor, certifying that the Contractor has complied with the terms of the Agreement.
- (b) *Quarterly Expenditure Reports*. Contractor shall submit quarterly Expenditure Reports (based on City's fiscal quarters) to the Contract Administrator documenting eligible expenditures incurred, including invoices and checks and other relevant supporting documents, for the term of this Agreement or until such time as all Funds have been fully expended and City has determined that expenditures have been completely and appropriately documented by Contractor.
- (c) *Financial Disclosure*. Contractor shall provide audited financial statements as required by Section 7.04 of the MOU.

Section 2.05 Administrative Regulation 95.65. Contractor shall comply with A.R. 95.65 regarding product endorsements. Contractor shall not create any advertisement or writing that identifies or refers to the City as the user of a product or service, without first obtaining the prior written approval of City.

Section 2.06 Compliance with Council Policies and Municipal Code. Contractor shall comply with applicable Council Policies and Municipal Code sections, as set forth in the MOU.

ARTICLE III. Payment and Expenditure of Funds

Section 3.01 Payment of Funds. Upon written request to the Contract Administrator, City shall pay Contractor a sum not to exceed \$450,000.

Section 3.02 Limitation of Liability. City shall not be responsible in any way for monetary losses of any type incurred by Contractor as a result of Contractor's conducting the program described in Exhibit A. Contractor agrees that the City's monetary contribution is limited to the Funds provided for in this Agreement, that such Funds are being provided to Contractor for its expenditure consistent with the terms of this Agreement, and that City is not and shall not be responsible for any debts, liabilities, or obligations incurred by Contractor.

Section 3.03 Monitoring of Expenditures. City shall monitor Contractor's activities under this Agreement through the City's designated Centennial Program Representative in conjunction with the City's Contract Administrator in the Economic Development Division who shall monitor Contractor's expenditures incurred according to this Agreement using the funds provided under this Agreement.

Article IV. Contract Administrator

Section 4.01 The Deputy Director of the City's Economic Development Department ("Deputy Director") is designated as the Contract Administrator for this Agreement. The Contract Administrator shall receive the Quarterly Expenditure Reports, and copies of the Annual and Final Reports, and review such reports and documentation of expenditures for compliance with this Agreement. All correspondence and notices shall be sent in accordance with the notice section herein.

Section 4.02 City's Director of Special Events is the contract administrator for the MOU, as shall coordinate with the Deputy Director, as necessary, for the administration of this Agreement.

ARTICLE V. Risk Management

The Parties agree that the terms and conditions of the MOU apply equally to this Agreement, including the Risk Management provisions set forth in Article 7 of the MOU (i.e., insurance, indemnification, auditing, record inspection, and alternative dispute resolution).

Article VI. Miscellaneous

Section 6.01 Compliance with Law. Contractor shall comply with all laws, ordinances, regulations and policies of the Federal, State and local governments applicable to this Agreement. In addition, Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

Section 6.02 Conflicts of Interest. Contractor shall comply with all applicable conflict of interest laws (see MOU, Section 8.05). Contractor also agrees to adhere to City's "Conflict of Interest and Procurement Policy for Non-Profit Corporations Contracting with the City of San Diego", attached as Exhibit C.

Section 6.03 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and may be served personally or sent via the United States Postal Service, postage prepaid, or reliable overnight courier, addressed to the parties as follows:

If to Contractor:

Balboa Park Celebration Inc.
2131 Pan American Plaza
San Diego CA 92101

If to City:

City of San Diego
Attn: Economic Development Department
1200 Third Avenue, Ste. 1400, MS56D
San Diego, CA 92101

Any party entitled or required to receive notice under this Agreement may, by like notice, designate a different address to which notices shall be sent. Notice shall be effective upon receipt.

Section 6.04 Jurisdiction and Venue. The jurisdiction and applicable laws for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in accordance with the laws of the State of California. The venue for any suit or proceeding concerning this Agreement shall be in the County of San Diego, State of California.

Section 6.05 Integrated Agreements. This Agreement, the MOU, and the Exhibits and references incorporated into this Agreement and the MOU, fully express all understandings of the Parties concerning the matters covered in this Agreement. If an apparent conflict or inconsistency exists between this Agreement and the MOU, the terms of this Agreement shall control if the conflict relates to the proper expenditure of the Funds, otherwise, the terms of the MOU shall control.

Section 6.06 Authority. Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Agreement is binding upon such person or entity in accordance with its terms. Each person executing this Agreement on behalf of another person or legal entity shall provide City with evidence, satisfactory to City, that such authority is valid, and such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

Section 6.07 Changes or Amendments to Agreement. Should circumstances require that any of the terms or conditions of this Agreement be changed or amended, including if City Council authorizes additional funding for the purposes described in the Scope of Services, such change or amendment shall be accomplished only by a written amendment to the Agreement, signed by the authorized representatives of the City and Contractor.

Article VII. Signatures

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego Charter Section 265, and by the 2015 Committee, by its duly authorized representative, and approved by the City Attorney in accordance with Charter section 40.

BALBOA PARK CELEBRATION, INC.

By: <u>Ben S. Clay</u>	<u>Vice President</u>
Signature of Authorized Representative	Title
<u>Benjamin S. Clay</u>	<u>10-14-11</u>
<u>Nicole A. Clay</u>	<u>10-14-11</u>
Print Name	Date

CITY OF SAN DIEGO

By: Hildred Pepper Jr.
Hildred Pepper Jr.
Purchasing & Contracting
Director

Date: 11/7/11

I Hereby Approve the form and legality of the foregoing Agreement this 7th day of November, 2011.

JAN GOLDSMITH, City Attorney

By: [Signature]
Carrie Gleeson, Deputy City Attorney

**City of San Diego
Economic Development and Tourism Support**

2015 CELEBRATION

SCOPE OF SERVICES

The Memorandum of Understanding Between the City of San Diego and Balboa Park Celebration, Inc.

Economic Development & Tourism Support Program

2015 CELEBRATION

Council Policy 100-03, Attachment A, General Requirements and Conditions

**CONFLICT OF INTEREST AND PROCUREMENT POLICY
FOR NONPROFIT CORPORATIONS CONTRACTING
WITH THE CITY OF SAN DIEGO**

Purpose

It is important for the City and its citizens to have confidence in the integrity of nonprofit corporations which contract with the City to provide services and administer programs, and which receive funding from or through the City. Officers, directors, members, committee members, staff and volunteers of these nonprofit organizations shall avoid taking actions that give the appearance of being motivated by private gain. The appearance of a conflict of interest is created by the selection, recommendation, or specification of a product, supplier or subcontractor with whom the representative of the nonprofit has a direct or indirect financial, organizational or family interest or relationship. It is the intent of the City to incorporate this policy governing conflicts of interest and procurement of goods and services into the City's contracts with such associations, and to require compliance with this policy as a contract obligation.

This policy is not intended to supersede, negate or otherwise invalidate any statute, ordinance or policy, but is intended to supplement existing authorities governing these subjects. Associations receiving Community Development Block Grant (CDBG) funds, or other funds from the Department of Housing and Urban Development, are subject to federal authorities governing the receipt of those funds.

Contracts or Transactions Involving CDBG Funds

In the case of contracts or transactions involving CDBG funds, no employee, agent, officer or consultant to the organization who is involved in the decision making process or who has access to inside information may obtain a financial benefit from the contract or transaction, unless approval is obtained in writing from the Department of Housing and Urban Development.

Economic Disclosure

Upon request by the City, a director or voting member of a nonprofit corporation contracting with the City shall disclose information to the City about his or her financial interests and business affiliations which may be affected by decisions of the corporation related to the corporation's contract with the City.

Board Roster

All nonprofit corporations contracting with the City shall provide, within 30 days of execution of an agreement, a list of the names of all board members and their business affiliations. In the event that the board membership changes, the corporation shall provide the City with an updated list.

Procedures for Procurement of Goods and Services

All procurement of goods and services by nonprofit associations contracting with the City, which receive funding from or through the City, shall comply with the following standard:

1. Expenditures less than \$5000 from a single contractor in a 12 month period:

☐ No competitive procurement process is required.

2. Expenditures of between \$5000 and \$25,000 from a single contractor in a 12-month period:

- < Obtain three written price proposals or demonstrate why three bids could not be obtained.
- < Present price proposal information to full board for approval of contract or transaction.
- < Record the action taken in the meeting minutes, and keep the written price proposals on file.

3. Expenditures of more than \$25,000 for goods and/or services from a single contractor in a 12 month period:

- < Draft a Request for Proposals describing the services or goods required, and requesting information from prospective contractors regarding relevant qualifications and a price proposal.
- < Publish a notice of the intent to seek proposals for the goods or services in a newspaper or newspapers of general circulation in the City.
- < Screen all submitted proposals and prepare short list of finalists for consideration by the board for approval. Finalists for a contract or transaction involving expert or professional services shall be interviewed by a screening committee or by the board prior to a final selection being made.
- < Record action taken by the board in meeting minutes and keep the proposals received on file.
- < After board approval, execute a contract in writing with the subcontractor or vendor, and submit a copy of the contract to the City.

Remedies

A violation of any provision of this policy shall be grounds for termination of the corporation's contract with the City. A contract or transaction entered into in violation of the conflict of interest and procurement provisions of this policy shall be void and unenforceable, and shall not entitle the corporation or the contractor to any reimbursement or payment for goods or services provided pursuant to the void contract.

RESOLUTION NUMBER R- 307075DATE OF FINAL PASSAGE NOV 02 2011

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A FUNDING AGREEMENT BETWEEN THE CITY AND
BALBOA PARK CELEBRATION, INC. RELATING TO A
CENTENNIAL CELEBRATION OF THE 1915 PANAMA
CALIFORNIA INTERNATIONAL EXPOSITION

WHEREAS, pursuant to a separate Memorandum of Understanding (MOU), the City of San Diego proposes to authorize Balboa Park Celebration, Inc. (the "2015 Committee") to organize and implement a significant, multi-faceted celebration to highlight the 100th Anniversary of the 1915 Panama California Exposition ("Celebration"); and

WHEREAS, the 2015 Committee is a non-profit public benefit corporation formed for the primary purpose of planning, organizing, promoting, and implementing the Celebration, including fundraising to support that purpose and to benefit Balboa Park; and

WHEREAS, to create an outstanding Celebration of the intended scope, quality, and impact, including the cost of planning, organizing, and implementing a successful Celebration, the interests of the City are better served by authorizing the 2015 Committee to plan, organize, manage, and fund the Celebration, including the scheduling of special events in Balboa Park for the Celebration, rather than the City, on the terms and conditions set forth in the proposed MOU; and

WHEREAS, the parties anticipate that the Celebration can double annual visits to Balboa Park from 10 million in 2010 to 20 million visits in the Celebration year with a residual ongoing increase in annual attendance, and the San Diego Convention and Visitors Bureau estimates that as many as 75% of the Celebration attendees may come from outside of San Diego thereby generating room night and other economic stimulus to the San Diego economy; and

WHEREAS, the proposed Funding Agreement between the City and the 2015 Committee will transfer \$450,000 in funds to the 2015 Committee for support of the Celebration, such funds being derived from the City's Transient Occupancy Tax (TOT) and allocated to the City's Major Events Revolving Fund (MERF) for the purpose of providing one time funding to events of national or international significance that will have a major impact on room nights and/or the regional economy; and

WHEREAS, upon approval of the MOU and the Funding Agreement, the 2015 Committee will be eligible to receive a cooperative matching grant from the Tourism Marketing District in the amount of \$300,000, and matching funds from a consortium of local philanthropic foundations including the Legler Benbough Foundation, in the amount of \$300,000; NOW, THEREFORE,

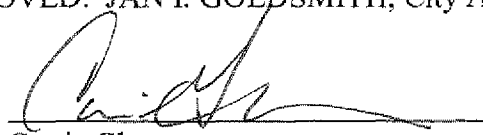
BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor be and he is hereby authorized and empowered to execute, for and on behalf of said City, a Funding Agreement between the City and the Balboa Park Celebration, Inc. for the transfer of an amount not to exceed \$450,000, to be used for the provision of economic development and tourism support services, *i.e.*, the planning, organizing, and implementing of a celebration to highlight the 100th Anniversary of the 1915 Panama California Exposition, all on the terms and conditions as set forth in the Funding Agreement on file in the office of the City Clerk as Document No.

RR- 307075 ;

BE IT FURTHER RESOLVED, that the Chief Financial Officer, or designee, is authorized to appropriate and expend an amount not to exceed \$450,000 from the Major Events Revolving Fund (Fund No. 200214) for payment to Balboa Park Celebration, Inc., pursuant to the terms and conditions of the Funding Agreement.

APPROVED: JAN I. GOLDSMITH, City Attorney

By


Carrie Gleeson
Deputy City Attorney

CG:als
10/12/11
Or.Dept: Econ. Dev.

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of OCT 25 2011.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 11-2-11
(date)


JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

**The City of San Diego
COMPTROLLER'S CERTIFICATE**

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

CC 3000004521

DEPT.
NO.:

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: _____ \$450,000.00

Vendor: _____ Balboa Park Celebration, Inc

Purpose: Authorize the Mayor to execute an agreement with Balboa Park Celebration, Inc. in an amount not to exceed \$450,000 for the provision of Economic Development and Tourism Support services for the Centennial celebration of the 1915 Panama-California Exposition. Authorize the Chief Financial Officer, or designee, to appropriate and expend up to \$450,000 from Fund 200214, the Major Events Revolving Fund, for the purpose of executing this agreement.

Date: _____ October 12, 2011 By: Pam Halbrit

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
	200214				512059		9913000011		\$450,000.00
TOTAL AMOUNT									\$450,000.00

CC-381 (REV 7-09)

FUND OVERRIDE ☐

CC 3000004521

OCT 25 2011

R- 307075

Passed by the Council of The City of San Diego on October 25, 2011 by the following vote:

YEAS: **LIGHTNER, FAULCONER, GLORIA, YOUNG, ZAPF, EMERALD, ALVAREZ.**

NAYS: **NONE.**

NOT PRESENT: **DEMAIO.**

VACANT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:

JERRY SANDERS

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

By: Mary Zumaya, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. R-307075 approved by the Council of the City of San Diego, California,
and authenticated by the Mayor on November 2, 2011.

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(SEAL)

By: Mary Zumaya, Deputy

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A FIRST AMENDMENT TO THE FUNDING AGREEMENT
BETWEEN THE CITY AND BALBOA PARK CELEBRATION,
INC. RELATING TO A CENTENNIAL CELEBRATION OF THE
1915 PANAMA CALIFORNIA INTERNATIONAL EXPOSITION.

WHEREAS, pursuant to a separate Memorandum of Understanding (MOU), the City of San Diego authorized Balboa Park Celebration, Inc. (the 2015 Committee) to organize and implement a significant, multi-faceted celebration to highlight the 100th Anniversary of the 1915 Panama California Exposition (Celebration); and

WHEREAS, in reliance on the MOU, the City and the 2015 Committee entered into a Funding Agreement for the Provision of Economic Development and Tourism Support Services Related to the 2015 Celebration effective November 7, 2011, (Funding Agreement) to provide financial support for the activities and services necessary for planning, organizing, and implementing a successful year-long Celebration; and

WHEREAS, pursuant to the Funding Agreement, the City paid the 2015 Committee \$450,000 from the City's Major Events Revolving Fund (MERF) for support of the Celebration, the MERF funds being derived from the City's Transient Occupancy Tax (TOT) and allocated to the MERF for the purpose of providing one-time funding to events of national or international significance that will have a major impact on room nights and/or the regional economy; and

WHEREAS, additional MERF funds in the amount of \$445,916 are now available for support of the Celebration as follows: \$150,000 of FY2012 TOT funds allocated to the MERF; \$95,916 of FY2012 Community Projects, Programs and Services (CPPS) funds transferred to the

MERF by City Council Districts 2, 5, and 6 for the purpose of augmenting the funding provided by the Funding Agreement, including \$25,000 to fund a feasibility study relating to reopening of the California Tower; \$150,000 of FY2013 TOT funds allocated to the MERF; and \$50,000 of FY2013 CPPS funds transferred to the MERF by City Council Districts 2 and 3 for the purpose of augmenting the funding provided by the Funding Agreement, including \$25,000 for the creation of a venue allocation plan; and

WHEREAS, section 6.07 of the Funding Agreement provides for amendment of the Funding Agreement and the City and the 2015 Committee desire to amend the Funding Agreement to permit the transfer of these currently available funds, as set forth in the proposed First Amendment to the Funding Agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor be and is hereby authorized and empowered to execute, for and on behalf of said City, a First Amendment to the Funding Agreement between the City and the Balboa Park Celebration, Inc. to increase the amount of funding to a total amount not to exceed \$995,916, all subject to the use limitations, terms, and conditions contained in the Funding Agreement and, in addition, limiting \$25,000 of the funds to use for payment for a feasibility study relating to reopening of the California Tower, and limiting another \$25,000 of the funds to use for payment for the creation of a venue allocation plan, as set forth in the First Amendment to the Funding Agreement on file in the office of the City Clerk as Document No. RR-_____;

BE IT FURTHER RESOLVED, that the Chief Financial Officer, or designee, is authorized to appropriate and expend the additional amount of \$445,916 from the Major Events Revolving Fund (Fund No. 200214) for payment to Balboa Park Celebration, Inc., pursuant to the terms and conditions of the Funding Agreement, for a total amount not to exceed \$995,916.

APPROVED: JAN I. GOLDSMITH, City Attorney

By _____
Carrie Gleeson
Deputy City Attorney

CG:
10/17/12
Or.Dept: Econ. Dev.
Doc. No.:

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor